

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

MOSELEY

Serial No. 10/086,270

Filed: February 28, 2002

For: UNIFIED SERVICES
ENTITLEMENT
ARCHITECTURE

Examiner: ELAHEE, MD S.

Art Unit: 2645

Atty Docket No. ADAPP227

Date: March 25, 2008

CERTIFICATE OF E-FILE

I hereby certify that this correspondence is being transmitted to the United States Patent and Trademark Office via electronic filing with EFS-Web on **March 25, 2008**. Signed: /George B. Leavell/

George B. Leavell

PRE-APPEAL BRIEF REQUEST FOR REVIEW

Commissioner for Patents
Alexandria, VA 22313-1450

Dear Sir:

Applicant requests review of the final rejection in the above-identified application. No amendments are being filed with this request. This request is being filed with a Notice of Appeal. The review is requested for the reasons stated below.

A Final Office Action was mailed January 25, 2008, indicating that the Amendment and Response to Office Action filed October 26, 2007, was not considered persuasive with regard to the 35 USC 103(a) rejections. Claims 1, 3-6, 8-14 and 16-23 are pending in the application. Reconsideration of the present case is earnestly requested in light of the following remarks. Please note that for brevity, only the primary arguments directed to the independent claims are presented, and that additional arguments, e.g., directed to the subject matter of the dependent claims, may be presented if and when the case proceeds to Appeal.

Also note that an extensive interview with the Examiner and his supervisor were attempted to obviate the need for an appeal but to no avail.

ARGUMENT

Summary of Arguments

The Examiner's rejections are inappropriate for at least the following reasons:

Argument 1: The Edinger et al. (US Pat. Pub. 2002/0194047) reference in view of Thomson et al. (US Pat. Pub. 2003/0061104) does not teach or suggest *reporting at least one of the customer or the source of the counterfeit product unit*;

Argument 2: Neither the Edinger reference nor the Thomson reference teach or even suggest that the unit is identified *by interrogating the actual unit* being supported;

Argument 3: Neither the Edinger nor the Thomson references teach or even suggest, *establishing a communication* with the unit being supported; and

Argument 4: Neither the Edinger nor the Thomson references teach or even suggest, a technical support identification (TSID) is obtained directly and automatically from the unit being supported by *automatically* interrogating the unit to identify the TSID for the unit.

Independent Claims 1 and 18: Claims 1 and 18 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Edinger et al. (US 2002/0194047) reference in view of Thomson et al. (US 2003/0061104). The following clear errors in the Examiner's rejection are noted. Edinger discloses a customer support management system and method that resolves both hardware and software problems using a single business model. The system and method is based on interaction between a hierarchy of corporate personnel/consultants and a customer support management system which tracks the evolution of customer support requests from inception to completion. The customer support management system includes a number of software tools including an automated scheduler connected to a database system for storing at least one of customer, product, service provider, and routing information. When a customer experiences a problem with a hardware or software product, the customer sends a support request to the manufacturer. Through an interactive process, first, between the manufacturer and the customer and, then, between system personnel, the system tools are utilized to locate a service provider anywhere in the world in order to provide on-site support for satisfying the customer support request.

The Thomson reference discloses a warranty support for purchased products is provided by an electronic warranty administrator that maintains a plurality of databases. A first database identifies customers, either individuals or corporate entities having warranted products. A second database identifies the manufacturers of those products. The warranty administrator coordinates between the customer, the manufacturer and a service provider to provide warranty repairs. Unlike conventional extended warranties offered by third parties, the manufacturer remains in the repair process and thereby gains valuable information about the long term satisfaction of the customers. The warranty administrator also provides the manufacturer with a means to contact the customer about other products, product recalls and affinity programs thereby promoting brand loyalty.

Argument 1: The Edinger et al. (US pat pub. 2002/0194047) reference in view of Thomson et al. (US pat. pub. 2003/0061104) does not teach or suggest ***reporting at least one of the customer or the source of the counterfeit product unit.*** Neither of Edinger nor Thomson teach or suggest a method of identifying a source of a counterfeit product unit. Further, neither of Edinger nor Thomson teach or suggest ***reporting at least one of the customer or the source of the counterfeit product unit.*** Nothing in Edinger or Thomson discuss reporting the customer or the source of a counterfeit product such as to a third party for further investigation and action as described in Applicant's specification. Examiner relies on Edinger's paragraph [0449] which provides: "2. Support Request is Terminated or Modified (inform the former owner):" Edinger notifies the "***former owner***" but does not notify either of the "customer or the source of the counterfeit product unit."

Argument 2: Neither the Edinger reference nor the Thomson reference teach or even suggest that the unit is identified ***by interrogating the actual unit*** being supported. The Examiner also states on page 3 of the Office Action that "In paragraphs 0118-0119, Edinger teaches that the system prompts (e.g., DIALOG) the customer. In order to send the prompt, the system ***must send it through the customer's unit interface*** so that the customer can send his response. It ***clearly means that the system must have to interact with the customer's unit interface.***" In the previous office action the Examiner insisted the above excerpt meant "it is ***inherent*** that the system

automatically interrogating the unit to identify the TSID for the unit.” (Emphasis added). Applicant submits that the Examiner’s inherency argument is faulty. Specifically, that Edinger defines in several passages that the term “dialog” means a conversation between a customer service agent and a supposed customer attempting to qualify for customer support.

In the previous response, Applicant requested that the Examiner explain why the Examiner believes Edinger’s system “*must interact with customer’s unit interface*” when as explained in the previous response(s) the only interface Edinger describes for the customer’s unit is through a dialog with the customer and never does Edinger teach or suggest directly communicating with the customer’s unit without a person (the customer) in the middle of the transaction. The Examiner replied with the above quote from page 3 of the present action but still fails to offer anywhere in Edinger that defines the term “dialog” as a data interaction directly communicating with the customer’s unit without a person (the customer) in the middle of the transaction.

The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. The Supreme Court held in KSR International Co. V. Teleflex Inc. (82 USPQ2d 1385) (hereafter KSR) that: “[R]ejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.” (KSR at pg 1396)

Applicant submits that the Examiner’s insistence that Edinger’s system “*must interact with customer’s unit interface*” and that “Therefore it is *inherent* that the system automatically interrogating the unit to identify the TSID for the unit” *is merely a conclusory statement because there is no teachings in Edinger to support that Edinger’s system directly interacts with the Customer’s unit*. Edinger queries databases that are internal to the entity providing the customer support to identify a product and an assigned product support level. However, Edinger does not establish a data communication with the customer’s product unit and automatically interrogate the unit to identify the TSID for the unit, wherein at least one of a plurality of aspects of the unit is stored in a computer retrievable location in the unit.

Edinger teaches that once the unit is identified by *interrogating a database internal to the support provider* and not *interrogating the actual unit*, the customer support call can be logged or recorded in the *internal database* and the status of the customer support call can be accessed and reviewed by anyone with access to the *internal database*. It is important to emphasize that the database being interrogated is the database that is internal to the entity providing the support and this is totally separate from the actual unit being supported

Argument 3: Neither the Edinger nor the Thomson references teach or even suggest, *establishing a communication* with the unit being supported. Nothing in Edinger teaches or suggests establishing a communication with the unit being supported. Edinger relies on information specifically provided by the customer requesting support. Further, Edinger emphasizes this point in paragraphs 0117 and 0090 which provide as follows:

“After an *interactive exchange between the customer and representative*, enough information is gathered to enable a skilled technician to determine a course of action.” (paragraph 0017, emphasis added)

“In accordance with a preferred embodiment, the support request is made in connection with a computer-related product. Those skilled in the art can appreciate,

however, that the *invention may provide support for non-computer-related products* such as household appliances, telephone equipment, or any device or system that can be supported over the telephone or via the postal service.” (paragraph 0090, emphasis added)

None of the above excerpts nor anywhere else in Edinger provides or suggests that aspects of the unit are stored in a computer retrievable location *in the unit* and that retrieving the TSID includes establishing a data communication with the customer’s unit and *automatically interrogating the unit* to identify the TSID for the unit.

Argument 4: Neither the Edinger nor the Thomson references teach or even suggest, a technical support identification (TSID) is obtained directly and automatically from the unit being supported by *automatically* interrogating the unit to identify the TSID for the unit. See the Arguments 2 and 3 as set forth above.

Dependent Claims 3-6, 8-14, 16, 17 and 18-23: Examiner relies on various other references (Lawrence et al. US Pat 5,430,866 with regard to claim 4; Hughes et al., US Pat 4,535,204 with regard to claim 6; and Weiss, US pat Pub 2002/0178364, with regard to claims 16 and 19) in combination with Edinger to correct the defects in Edinger, however Applicant submits that, none of the cited references correct the deficit on Edinger as described above. Because a dependent claim incorporates each and every feature of its independent claim, the Applicant submits that each of dependent claims 3-6, 8-14, 16, 17 and 18-23 is patentable with respect to the cited art of record for at least the same reasons provided for its respective independent claim.

Conclusion

In view of the foregoing, the Applicant submits that the Edinger nor the Thomson references nor any of the other cited references whether considered alone or in any combination fail to teach or suggest each and every feature of each of independent claims 1 and 18, as required to establish prima facie obviousness under 35 U.S.C. 103.

In view of the foregoing, the Applicant respectfully submits that all of the pending claims are in condition for allowance. The Applicant kindly requests that the Office withdraw the rejections of claims 1, 3-6, 8-14 and 16-23, and issue a Notice of Allowance. If the Office has any questions concerning the present Request, the undersigned can be reached at (408) 774-6923. If any additional fees are due in connection with filing this Request, the Commissioner is authorized to charge Deposit Account No. 50-0805 (Order No. ADAPP227). Enclosed herewith is the associated Notice of Appeal.

Respectfully submitted,

MARTINE PENILLA & GENCARELLA, LLP

Dated: March 25, 2008

/George B. Leavell/

George B. Leavell
Attorney for Applicant
Registration No. 45,436
710 Lakeway Drive, Suite 200
Sunnyvale, CA 94085
(408) 749-6900 ext 6923